

1894-046 Chancery Causes: Wood & Hale Manufacturing Co] vs. L. M. Carnical
Lee Co.

Wood, Hale, Carnical, Garrett, Carmichael

CA-Contract Disput
T-Property

AUG 5 1898

JO. SWALE, 1
LEE CO.

SCOTT CO.

To The Hon. H. S. K. Morrison Judge of
The Circuit Court of Lee County Va.
Your orators, S. H. Hale, and W. P.
Wood, partners doing business
under the firm name & style of the
"Hale and Wood Manufacturing Co
who humbly complaining would
respectfully represent that heretofore
they purchased of one Elbert Garrett
a cut of poplar logs which were
to be and was delivered upon the
Saw yard of L. M. Carmichael at or
near the Woodward place some two
miles from Jonesville Va, and for
which they were to pay \$7.00 per ~~the~~
for all such as would make mer-
chantable lumber, known to the
trade as nos. one, and two. These logs
were by complainants manufactured
into lumber, and is now on sticks on
said yard. The timber trees from which
these logs were cut, by said Garrett
were purchased by him from said
L. M. Carmichael, at the price of \$4.00
per ~~the~~, standing in the woods, to be
measured in the log or section, cut
10, 12, 14 and 16 feet. And for this
purchase money the said Carmichael
retained and has a lien upon said
lumber, - of this your complainants
had notice and they became liable for
and assumed the payment therefor

1 and they entered into a contract
2 agreeing that unless they paid therefor
3 by August 1st 1873, said Carmichael
4 might sell the same for the amount
5 due him from Garrett, this Contract
6 was entered into before said logs
7 were cut into lumber, -

8 After the lumber was manufactured
9 an attempt was made at settle-
10 ment, your Complainant having
11 in the meantime sawed a house
12 pattern for said Carmichael and
13 manufactured some lumber for
14 him amounting in all to about
15 \$212.⁰⁰. As the attempted settlement
16 a difference arose as to the true
17 mode of measurement, Carmichael's
18 Contract with Garrett was silent
19 as to the rule or mode of measure-
20 ment, and the said Carmichael asserted
21 and insists, that the logs or sections
22 shall be measured at each end
23 big or little and the average taken as
24 the mean diameter, and further that
25 the log be measured the narrow and
26 broad way at each end and the av-
27 erage taken as the true diameter;

28 This mode is, not the true rule or
29 legal mode, is not the one in common
30 use and does not correctly ascertain
31 the dimensions of a log, but the rule
32 adopted and in universal use among

1 Cumber men, is to measure the log, the
2 narrow way, at the small end, etc.
3 etc for Crooks & Hollers, and then apply
4 the rule known as "Scribners" and this
5 rule is substantially correct with
6 logs running from 18 in diameter to
7 30 in diameter measured by "Scrib-
8 ner" and this is the mode insisted on
9 by your Complainant, the difference
10 in this mode of measurement
11 will make in the total amount due
12 Carmichael a sum of about \$60.⁰⁰
13 This lumber your Complainant
14 were to remove from said land
15 by Dec. 1st 1893.

16 The said Carmichael, and your
17 Complainant, failing to agree, and
18 he insisting on his most unjust &
19 arbitrary rule of measurement
20 and refusing to pay his saw
21 bill, but, relying on his supposed
22 advantage in his Contract to sell
23 if not paid by the first of August
24 has gone on and advertised the said
25 lumber for sale, by himself, to be
26 sold Sept 1st 1893, and if permitted
27 to do so, he will recover the dif-
28 ference in the measurement at least
29 and by the most favorable mode to
30 him of \$55.⁰⁰ and will defeat your
31 Arator, in the recovery as Credit of
32 his saw bill of \$212.⁰⁰.

1 Your Complainant, are able and willing
2 to pay for said lumber properly measured
3 after just & proper Credit, and will
4 if required deposit the amount thereof
5 subject to the orders of this Court;

6 The object of this bill is to enjoin
7 the said Carmichael from making
8 sale of said lumber, until properly
9 measured; that he be compelled to give
10 your Complainant, all just & proper
11 Credit. And for the residue if they do
12 not pay upon its ascertainment they
13 are willing that said lumber be sold.

14 They pray therefore that L. M. Carmichael
15 be made a party hereto and answer
16 the same but he need not do so upon
17 oath that being waived, and on a hearing
18 a decree be rendered, deciding a
19 proper measurement thereof; that
20 your creditors be allowed their proper
21 Credit and account against said
22 Carmichael. And that until this is
23 done an injunction be granted your
24 creditors restraining the said Carmichael
25 from making sale of said lumber
26 until these matters be settled and ad-
27 justed. And for all other further
28 and General relief. May your
29 Honor please.

30 A. L. Pickensmore

31 p. 9.

1 Virginia Lee County, to wit,

2 This day W. P. Wood a member of the
3 ^{firm of the} Hale & Wood Manufacturing Company
4 this day personally appeared before
5 me the undersigned, and made oath
6 that the statements made in the foregoing
7 bill so far as made upon his
8 own knowledge are true, and so far
9 as made upon information derived
10 from others he believes them to be
11 true - Given under my hand
12 this Aug. 8th 1893.

13 E. W. Pennington

14 Notary Public

1P

Hale & Wood M. L. Gles

Plff's Costs C \$6.60
S 1.50
\$7.10

Defts Costs C 118
S 240
\$3.58

Bill Chy

L. M. Carmichael

Injunction granted pursuant
to the prayer of the bill in joining
the Deft. Carmichael from selling
the lumber in the bill mentioned
till the further order of the Court
But this order will not become
operative until the plff. or some
one for them execute bond
with good security in the sum of
\$250⁰⁰ conditioned as the law
demands.

To the Clk of the } H. 210 Motion
Circuit Court of } Aug 15th 1893
Lee County Va }

1893 1st Sept Rules Spa executed
Dems and answer filed

" 2nd Sept Rules Cause
Set for hearing by Plff

Plff's Costs C \$6.60
S 1.50
\$7.10

Defts C 118
S 240
\$3.58

To the Hon. J. S. K. Morrison Judge of the Circuit
Court of Lee County, Virginia.

1 The demurrer & answer of L. M. Cammick to
2 a bill of injunction filed against this respondent
3 by "Hale & Wood Manufacturing Co."

4 For demurrer to said bill, respondent says it is
5 not sufficient in law. But should any further
6 answer be necessary, answering he says, It is true
7 that he, on the day of February 1893, sold to
8 Elbert Garrett all of the poplar timber then standing
9 on the lands purchased by him from Wm Woodwards
10 heirs, at the price of \$4.00 per M feet, on the stump
11 or in the tree, upon certain conditions and stipulations
12 fully set forth in a written contract signed by
13 said Garrett and duly recorded in the Clerk's office
14 of the County Court of said County, in deed Book
15 to 29 page 329-30. A copy of which is herewith
16 filed marked "A" & prayed to be read as part of this
17 ~~answer~~ ^{answer}. It is also true that said Garrett afterwards
18 sold said timber to S. H. Hale & W. P. Wood partners
19 doing business under the firm name of "Hale
20 & Wood Manufacturing Co", but ^{& upon what conditions} at what price, ^{except as learned from the parties} your
21 respondent is not advised, and is not concerned,
22 as he had nothing to do with their trade. But as stated
23 in said bill of Complaint, respondent retained a lien
24 on said logs for the payment of the purchase money
25 in his contract with Garrett, and of this complain-
26 ants had notice, and they ^{also} became liable to respond-
27 ent for the said purchase money and assumed the
28 payment thereof, and they, together with the said
29 Garrett, on the 12th day of June 1893, entered into
30 a written contract with respondent, ratifying and
31 confirming the original contract of said Garrett,
32 and providing that unless they should pay respondent

1 for said timber, according to the terms of said first
2 mentioned Contract, on the 1st day of August 1893,
3 then your respondent was authorized, without any
4 suit or process, immediately to take possession of
5 said logs or plank made therefrom, and sell the
6 same & pay himself, and turn over the surplus if
7 any to said Hale & Wood Rifting Co & Garrett, &c, as
8 will more fully appear by the written Contract
9 or mortgage, executed by said parties to your re-
10 spondent on the said 12th day of June 1893, which
11 is herewith filed as part hereof marked "B".
12 It is not true that an attempt was made by Com-
13 plainants, after the lumber was manufactured, to
14 settle with respondent, but ~~on~~^{upon} the contrary on the
15 2nd day of August 1893, at the place of manufacture
16 Mr Hale stated to respondent that he had not made a
17 calculation as yet, but would do so and settle in a
18 few days, after this, at respondent's urgent request,
19 they fixed upon a day to meet in Jonesville and
20 settle, and on that day respondent appeared accord-
21 ing to the agreement, but Complainants did not
22 appear, and on the day the day of meeting was fixed,
23 Mr Hale asked respondent if he would not wait
24 until spring, and if they would settle if he would
25 not wait, thus evincing, as your respondent alleges,
26 clearly an intention not to settle, ^{nor pay according to Contract} and to thus fraud-
27 ulently, hinder & delay him in the collection of his
28 money justly due him, Respondent denies that
29 the failure to settle resulted from a difference of
30 opinion as to the true mode of measurement, he
31 could not get them to do anything towards a settlement,
32 and Mr Wood, on one occasion, even boasted to

1 your respondent, that the way the law was they
2 could keep him out of his money for several
3 months. It is true in my Contract with Garrett, I
4 was to have enough lumber, at the usual price in the
5 Country at the mills, to build a dwelling house &
6 barn and pursuant to said Contract I did receive
7 a certain amount of poplar lumber, for which I gave
8 Complainants credit at \$10 ^{to which they agreed} per M feet, and had some
9 other logs sawed for which I also gave credit, at such
10 price as is reasonable and Customary for sawing, amount-
11 ing in the aggregate, ^{Correct & just} \$180.89, a ^{correct & just} account of which
12 credits, together with my charges against said
13 Complainants & Garrett, is herewith filed as part hereof
14 Marked "C", & prayed to be considered as part hereof.
15 And in arriving at the amount due respondent for
16 said timber he has been governed by Doyle's rule
17 as laid down by Mr Scribner in his lumber & log
18 book pages 70 & 71. That is he has measured the little
19 end & the big end, both the small way, and taken the
20 average as the true diameter, (inside the bark), except
21 about 4000 ft sawed by Complainants employees in
22 his absence, and which he did not get to measure
23 but took their report of the amount. Now as the
24 Complainants have appealed to Scribner let them aside
25 by Scribner, and on the pages above mentioned they
26 will find the above rule laid down as the true one,
27 and that is the one adopted by respondent and by which
28 he is willing to stand. Your respondent believes and
29 therefore alleges that all of Complainants talk about
30 a difference as to mode of measurement, failure of
31 settlement &c is a subterfuge and a dodge to prevent
32 a settlement and the Collection of respondents money.

Complainants were careful not to inform your honor what amount of feet were in said logs, according to their measurement, If they had measured them in any manner why did they not give the figures. They were also careful not to deposit any money to the Credit of the suit.

Respondent denies that he owes to Complainants a saw bill amounting to about \$2 1/2 £, but on the contrary the correct amount is only \$180.89, ^{which} amount he has never refused to pay by giving credit therefor. He advertised the lumber for sale, as he had a right to do under his Contracts with said parties, and he denies the right of Complainants to prevent or delay ^{in the collection of his money,} him, especially when the same is wilfully done, ^{with a fraudulent intent and} without any effort upon their part to either settle or pay, and he therefore asks that Complainants' Injunction be dissolved and their bill dismissed, and that he be hence dismissed with his reasonable costs & damages according to law.

Respondent further alleges that the pretended bond executed by Complainants in this cause, is not sufficient in law, but is defective in form & substance, and the security thereto is not sufficient, the said Late having recently conveyed, by deed, all his real estate in this County to his ~~two~~ son, and he is insolvent. ^{so far as real estate is concerned,} and now having fully answered respondent asks &c as above stated, and will ever pray &c.

James W. Orr. P. S.
Virginia Lee County, to wit: -

I H. L. Jaslyn a Justice of the peace in and for the County and State aforesaid, do certify that L. M. Cammical ~~this day~~ personally appeared before me in my County, and made oath that the statements contained in the

1 foregoing answer, so far as they depend on his
2 own knowledge are true, and so far as they
3 depend on information derived from others
4 he believes them to be true.

5 Given under my hand September 8th 1893
6 Henry C. Foslyn J. P.
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L. M. Carmichael
advs Deur & Ins

Wood & Dale Mfg Co.

Filed at 1st Sept Rules
1893.

A B Munsey Clerk

Hale & Wood Rfpty Co Dffs.
against-
L. M. Carmichael Dffts } In Chancery.

It being admitted by the parties to this
suit, that the ~~matters~~ matters involved have been
fully settled. It is ordered that this cause
be stricken from the docket, each party
to pay his own costs.

Hale & Wood Mfg Co.

v^s { Decree Final

L. M. Carmichael

Copied in Order

Chancery Book

Page 78

Enter this decree

M J M

Nov - 1894.

Virginia

Circuit Court of Lee County in
vacation thereof at Gate City Virginia
September the 22nd 1893.

Hale & Wood Manufacturing Co

vs

L. M. Cornick

} In Chy
}

This cause came on
this day to be heard on motion
of L M Cornick to dissolve the
injunction heretofore granted herein
and it appearing that notice hereof
has been duly served upon the
plaintiffs & they failing to appear
the cause came on upon the
bill & answers & exhibits therewith
& was argued & counsel & it
appearing proper it is adjudged
ordered and decreed that the
temporary injunction heretofore
granted herein be continued in
full force until the further
order of the court and it

appearing proper to the court
necessary for a just settlement
of this controversy it is further
ordered & decreed that J. A. G. Hyatt
who is appointed a commissioner
for the purpose ^{to take} state an account
between the parties hereto showing
the amount of timber purchased
thereof for which plaintiffs are liable
to debt at the contract price - the
payments made thereon & offsets
there to & the balance due & left if any
thing. the mode of measurement
contended for by each party & the
difference it will make in
the result & the true mode
contemplated by the contract if any
& any other matter deemed by
either party to the suit or deemed
pertinent by the court he will certify
the parties of the time & place of
his sitting & report at least ten
days before the next term of this
court
To the clerk of the circuit court of } H. K. Moir
in county of } Sept 22 - 1893

Walt & Wood Mfg Co

VS Z Secm

L M. Connell

In vacation 22 Sept 1893

Enter

H. S. K. M.

Sept 22 1893

Entered on Chy ord book

Page 510

A B Munnery clerk

State of Virginia, County of Lee, to wit:-

This day Elbert Garrett plaintiff, in an action at law against the "Hale & Wood Manufacturing Co" instituted in the Circuit Court for the County aforesaid, to recover from said "Hale & Wood Manufacturing Co", the sum of \$453.67, due by account, Subject to a credit of \$133.35, personally appeared before, the undersigned Clerk of said Court, and made oath, that he verily believes that his said Claim is just; that he believes that he is entitled to or ought to recover, at the least, in said action the said sum of \$453.67, Subject to said credit, ^{as of August 1st 1893,} with interest on \$226.83 1/2 part thereof from the 1st day of August 1893, and on \$226.83 1/2 the residue thereof from the 1st day of October 1893.

That to the best of affiants belief the defendants are converting, or are about to convert, or have converted their property or some part thereof into money, securities or evidences of debt, with intent to hinder, delay or defraud ~~their~~ creditors.

That to the best of affiants belief the defendants have assigned or disposed of, or are about to assign or dispose of their estate, or some part thereof, with intent to hinder, delay or defraud their creditors. Given under my hand this 26th day of December 1893.

A. B. Munsey Clerk.

Elbert Garrett
Lo } Bond Office
Hale & Wood Manuf Co

Article of Agreement between L. M. Garrison
of the first part, and Albert Farret party of the second
part. both of the County of Lee and State of Virginia

Witnesseth that for the following considerations for the
sum of four dollars per thousand feet in the tree, that is, upon
the stump as it now stands in the woods the amount to be
subsequently ascertained by sections, in logs of from ten
to sixteen feet in length. And said Payment to be made
as soon as the logs are floated is sold, which time is
not to exceed one year from date of this Instrument
And said Payment is secured by bond from party
of the second part waiving his homestead Exemptions and
by the party of the first part retaining a vendors
lien upon said logs (no part of which are to be removed
from said premises) until the money of purchase is
fully paid. The party of the first part because of the proceeds
and following conditions, sells unto the party of the second
part all of his poplar timber that now stands upon the
lands purchased from ~~Wm. Woodlands~~ heirs. There is to
be no classification of said timber, but the party of
the second part agrees to take off of said timber that
will make plank from the largest down to fourteen in-
ches in diameter. And he further agrees to take special

and in falling and hauling said poplar timber, not to
damage the remaining timber upon said lands, except there
can possibly be avoided, and he agrees to do as little dam-
age to the cleared lands as possible. And the said Car-
mical is to have, at his option, enough plank when
said timber is sawed, and at the prices heretofore
paid in this county at the mills for such plank
to build a dwelling house and borer of such dimen-
sions as he may choose. - This the 20th of Feb. 1893

Said party of the 2nd part agrees to cut said tim-
ber before the sap rises, and to haul same to yard as
expeditiously as is practical. -

Witness the following signatures this the
day and year above written

L. M. Carmical
Albert Garrett

Witness

Robert F. Wynn

Virginia Lee County to wit:

I, John R. Gibson clerk of
Lee County Court in the State
aforesaid do certify that L. M.
Carmical whose name is signed
to the writing above bearing
date February 20th 1893. This day
made oath before me in my said
County that the foregoing writ-
ing was signed by himself and
Albert Garrett and agreed upon
as stated in said writing, and
said writing is admitted to record
given under my hands this
June 9th 1893.

John R. Gibson clk

(181)
L. M. Carmical
Contract
Elbert Garrett

Recorded in deed
Book 29 pa 329

Ex - 6/12/97

A

OFFICE OF

L. M. CARMICAL, C. E.,

LEE COUNTY SURVEYOR.



JONESVILLE, Va., 189 .

Known all men by these presents ~~that~~ that we Hale &
^{Manufacturers Co} Wood and Albert Lavret of the County of Lee
 & State of Va Wellwits that in Consideration
 of one dollar and agreements heretofore made
 of sale of a certain lot of Poplar Timber upon
 the lands of L. M. Carmical, ^{we} do hereby grant
 bargain and sell unto the said Carmical
 and his assigns forever said poplar
 timber - To have and to hold said poplar timber
 unto said Carmical and his assigns forever
 provided nevertheless that if the said Mortga-
 gor shall pay to the mortgage on the 1st day
 of August 1893. The sum of four dollars per thousand
 and foot for said timber as agreement with
 said Lavret made in February 1893 then this
 Mortgage to be void otherwise to remain in
 full force and effect. And provided further-
 more if the money hereby secured is not duly
 paid at the time above set forth then the said
 mortgage or his attorney may by virtue hereof

and without any suit or process immediately
take possession of said ~~land~~ logs or plank
and advertise ~~same~~ for 30 ^{days} ~~days~~
and sell and dispose of the same at pub-
lic or private sale and after satisfying
the amount due and all expenses the sur-
plus to be paid over to said Mortgagee
and it further more provides that
said plank shall not be removed
from said Carmichael's land until said
amount is fully paid. In witness whereof
Mortgagees set their hand and seal
This the 12th day of June 1893

W. H. Hall seal
W. P. Wood
Albert H. S. Wood seal
mark

Test

W. P. Sprinkle

OFFICE OF

1893.		Ellert Garrett & "Hale & Wood Manufacturing Co."		Dr
Aug 1st.		To L. M. Carnical		
For 175,841 feet of poplar timber, in the tree,		as per Contracts of Feb 1893, and June 12th 1893, at \$4.00 per M feet		\$703.36
" 1421 feet of Oak timber, substituted for poplar,		as per verbal Contract, June 12th 1893. for house, but left unsawed, at \$7.00 per M,		9.94
				\$713.30
By 15,381 feet of poplar lumber for house		at \$10.00 per M feet.		\$153.81
" Sawing 1899 ft of Oak lumber at \$3.00 per M.				5.69
" " 6113 ft of poplar " " \$3.50 " "				21.39
Bal due Aug 1st 1893				\$532.41

L. M. Carmichael
vs { Acct
Haley Wood Mfg Co.

"C"



• 51 000 000 LBS. •

SOLD IN THE PAST TWELVE YEARS.

PAINTING.

"A PAINT IS OF UNKNOWN QUALITY
UNTIL TRIED BY USE."

Our Pure Prepared Paints are made of only the most costly and finest materials.

In view of our guarantee absolute purity is strictly essential.

Every gallon of the millions of gallons that have been used has been sold under our guarantee.

Every merchant having the agency for the sale of our paints is authorized to fully sustain our guarantee.

Any painter who offers his own mixtures of White Lead and colors as the equal in quality of our Pure Paints, is, if responsible, justified in guaranteeing satisfaction to the property owners.

Respectfully,

Longman & Mortimer

		1	17		
30	12	587	19	10	141
23	12	271	22	12	243
25	10	276	21	12	217
23	10	226	19	12	169
25	12	331	15	14	109
19	12	169	20	12	192
20	12	992	23	12	271
19	14	197	25	12	331
17	14	148	24	12	300
17	12	127	20	12	192
14	16	126	21	14	253
22	10	202	20	12	192
21	12	217	21	12	217
23	12	271	22	12	243
21	12	217	24	12	300
15	14	106	18	14	171
		3583			3538

24	14	350	33	12	681	25	12	58	331
27	12	397	22	10	202	18	10		122
17	14	197	24	19	350	24	16		484
15	14	106	26	12	342	32	12		582
20	14	224	12	10	122	30	12		507
16	14	126	20	10	160	29	12		469
17	10	106	17	10	106	21	12		217
24	10	250	15	14	114	20	12		192
42	12	243	24	12	363	28	12		432
25	12	331	17	14	198	29	14		547
21	12	217	28	10	360	31	12		547
17	16	189	21	12	181	18	14		171
19	14	197	19	12	169	20	12		192
22	12	293	15	12	106	19	12		169
20	12	224	18	14	171	19	12		169
26	12	369	17	14	142	32	12		682
28	14	534	24	14	350	32	12		582
					4035				
4197									
12									

33	12	631	27	12	397	19	12	169	19	12	169
32	12	588	19	14	197	20	12	192	17	12	127
33	12	631	20	14	224	83	12	271	15	16	121
17	12	127	22	14	283	19	12	169	17	12	127
15	14	106	22	12	293	20	12	192	13	12	161
17	12	127	21	12	217	17	12	127	17	12	127
16	14	126	19	12	169	21	12	217	17	12	127
16	12	108	17	14	148	17	12	127	15	14	106
32	12	588	23	12	271	21	12	217	16	12	108
30	14	591	21	12	217	19	12	169	13	12	61
28	14	504	27	12	397	18	12	197	34	14	787
23	14	359	21	12	217	20	12	192	18	14	171
24	16	350	20	12	192	30	12	567	19	10	140
24	10	250	17	12	127	25	12	331	19	12	169
21	12	217	20	12	192	32	12	588	21	14	253
24	16	308	19	12	169	20	12	192	21	14	253
27	12	397	18	12	147	20	12	192	20	12	192
6100				3857				3999			
								3199			

18 14 171 26 12 368

24 12 300 23 12 271

18 12 147 19 14 197

21 12 217 16 12 147

17 12 127 27 12 397

22 12 243 22 12 243

17 14 148 24 16 400

17 14 148 16 12 108

19 12 169 27 12 397

19 12 169 17 12 127

13 12 61 24 12 300

15 12 81 17 10 106

17 12 127 22 16 324

18 12 147 13 10 80

15 14 106 24 12 300

18 12 147 21 12 192

17 12 127 16 14 126

18 12 147 17 14 448

18 14 171 21 14 253

19 12 169 18 14 171

25 14 886 19 12 169

16 14 126 19 12 169

18 14 171 22 12 243

14 12 75 18 16 196

14 14 126 23 12 271

17 12 127 22 12 243

21 12 217 19 14 169

18 12 147 22 12 243

20 12 192 20 12 192

24 12 300 24 12 300

19 12 169 21 12 217

23 12 271 18 12 147

21 10 181 20 12 192

25 12 381 19 12 169

2796

4510

3145

3030

16	16	194	24	12	363	16	14	126	19	14	197
18	14	171	23	12	271	23	12	271	21	12	217
15	16	121	23	12	271	23	12	271	14	16	100
16	10	90	17	12	127	24	12	300	15	12	91
18	14	126	18	12	147	17	14	148	22	12	243
18	12	147	21	12	217	27	12	357	16	10	90
17	12	127	16	12	108	16	14	126	18	12	147
14	12	75	21	12	217	18	14	171	15	12	91
17	12	127	19	12	169	17	12	127	16	12	108
17	12	127	19	12	169	17	14	148	14	10	75
17	12	127	14	14	88	16	14	126	14	12	75
17	12	127	18	16	196	17	14	148	19	12	189
17	12	127	22	12	243	17	12	127	17	14	148
18	14	171	24	12	300	17	14	148	23	18	271
18	14	171	24	12	300	19	12	169	17	12	127
24	12	300	22	14	283	23	12	271	17	12	127
24	12	300	19	12	169	19	12	169	16	12	108
		2578			3638			3243			2384

14 14 88

oak

17 12 127 2312 271

21 10 181 21 12 217

15 14 106 21 10 181

20 12 192 21 18 325

24 14 350 19 12 169

25 14 386 21 12 253

20 14 224 414

22 12 243

24 12 300

24 14 350

28 12 271

2818

66963

62002 *fast*

22360

152595

587log

14 25 386

18 29 703

14 24 400

10 26 302

14 16 126

14 18 171

14 17 148

10 20 160

14 14 126

10 20 160

12 33 631

12 18 147

14 21 243

14 18 171

10 27 330

12 21 217

4430

14	19	197
16	21	289
16	23	359
12	25	482
16	23	359
14	29	547
12	32	588
14	18	171
12	19	169
12	22	243
12	35	721
12	36	768
10	27	330
14	16	126
12	27	397
		<hr/>
		5696

10	19	141
12	21	247
14	27	463
10	20	160
12	21	217
12	23	226
14	15	106
14	19	197
12	25	331
8	27	264
12	22	243
14	25	386
12	19	169
12	25	331
14	21	253
14	22	283
		<hr/>
		4017

18 19 258

12 18 147

12 19 169

569

12 22 243

12 31 547

12 28 ~~482~~

10 24 250

16 22 324

14 14 88

16 26 434

16 19 225

10 24 250

14 35 841

12 32 588

~~12~~ 33 631

~~4903~~ 4903

31 12 541

23 ~~20~~ 452

24 20 500

31 18 820

28 12 ~~432~~

2745

44 30

56 96

40 17

48 03

27 45

567

22860

TO THE PUBLIC.



Our Pure Prepared Paints are sold in our packages at \$1.75 per gallon.

Their cost, when additional oil is added, thus making them ready for use, is about \$1.20 per gallon.

One gallon will then cover 250 sq. ft. two coats.

The evidence of purity and value is covering power.

Adulterated paints only cover at the best 190 sq. ft. two coats.

They are composed of benzine, water and low grade pigments.

Their cost to the dealer usually averages between 75 cts. to \$1.00 per gallon, and they are sold at \$1.50 per gallon.

Our guarantee is a contract making us responsible for all questions relating to quality, durability and cost as compared with White Lead, mixed by hand, or any other paint produced.

Respectfully,

Longman & Martinez

first	62002
second	66963
third	19514
fourth	2745
	<hr/>
	151224 total
except	1412 ft oak
not included in the	
	above



L&M
AND

"GUARANTEE"

Office of

LONGMAN & MARTINEZ

New York

Any Building that is not
Satisfactorily painted with
our pure paint, or upon which
its use has not cost less
than if other paints had
been used will be re-
painted at our expense.

Longman & Martinez

EVERY
PACKAGE
SOLD
BEARS THIS
GUARANTEE

THE L.&M. PURE PAINTS

Are for sale only at our

LOCAL AGENCY

LEE & CROWELL,
Jonesville, Va.

H. TREMPER, DEL.

PRESS OF L&M.



• 51 000 000 LBS. •

SOLD IN THE PAST TWELVE YEARS.

PAINTING.

"A PAINT IS OF UNKNOWN QUALITY
UNTIL TRIED BY USE."

Our Pure Prepared Paints are made of only the most costly and finest materials.

In view of our guarantee absolute purity is strictly essential.

Every gallon of the millions of gallons that have been used has been sold under our guarantee.

Every merchant having the agency for the sale of our paints is authorized to fully sustain our guarantee.

Any painter who offers his own mixtures of White Lead and colors as the equal in quality of our Pure Paints, is, if responsible, justified in guaranteeing satisfaction to the property owners.

Respectfully,

Longman & Martinez

25-	14	386
15-	14	106
17	14	169
14	14	126
15-	14	106
20	14	224
17	12	127
19	14	197
15-	12	91
20	14	224
18	14	171
23	14	313
19	14	197
19	14	197
23	14	313
23	10	226
22	14	283
		3456

86
85

25	14	386
24	14	350
19	16	225-
17	16	169
17	12	127
19	14	197
17	14	148
19	12	169
18	10	122
20	12	192
22	12	243
22	10	202
24	14	350
26	12	363
33	10	526
39	12	910
34	14	787
		5466

27	12	397
27	12	397
25-	12	331
25-	12	331
29	12	469
33	10	526
28	12	432
26	14	433
25-	14	386
22	14	283
20	14	224
19	14	197
21	14	253
21	12	217
20	12	192
21	14	253
		3321

24	12	300	32	12	580
18	14	171	34	12	675-
19	14	197	28	12	432
24	12	343	23	12	271
22	12	243	21	12	217
23	12	271	18	12	147
23	12	271	20	12	192
24	12	300	17	12	127
23	12	271	22-	12	243
34	12	675-	22	12	243
35-	12	721	16	16	144
29	14	547	15-	14	106
33	12	631	15-	14	106
32	12	588	16	12	108
27	10	330	17	14	148
29	12	469	19	14	197
		6348			3936

20	10	160
19	14	197
22	14	283
24	14	350
27	14	463
25	14	386
26	14	433
23	14	315
28	14	504
22	12	243
30	12	507
24	14	350
20	12	192
18	12	147
21	14	253
23	14	313

5094

21	14	283
14	14	88
14	14	126
14	14	126
14	12	75-
17	14	148
22	14	283
19	10	225-
18	14	171
15	14	106
24	12	300
22	12	243
23	14	313
18	14	171
19	14	197
17	14	148

3003

19	14	197	21	12	217
18	16	196	23	14	313
21	16	289	20	14	224
20	14	224	16	14	100
21	16	289	19	14	197
27	14	463	13	14	71
27	12	397	14	14	88
25	12	331	16	14	126
22	12	243	15	14	106
21	14	253	25	14	386
24	14	358	24	12	300
26	14	433	22	14	283
24	14	358	19	14	197
22	10	202	23	12	271
22	14	283	23	14	313
22	10	202	22	14	283

4702

3475

23	14	315	35-	12	721
26	14	433	31	12	547
21	18	181	30	12	557
32	14	686	19	12	169
29	14	625-	21	12	217
24	16	408	23	12	271
20	14	224	25-	12	331
29	12	469	25-	12	331
26	14	433	21	12	217
21	14	253	20	12	192
20	10	160	19	14	197
30	12	507	20	12	192
20	16	256	25-	14	386
19	14	197	21	12	217
18	14	171	25-	12	331
29	14	469	24	12	300
		5777			5126

22	14	283	15	14	106
20	14	224	19	12	169
19	12	169	20	12	192
24	10	250	22	14	283
24	14	350	21	12	217
29	12	469	19	12	169
17	12	126	15	12	91
15	14	106	17	12	126
20	14	224	27	12	397
27	16	530	27	12	397
17	14	148	21	10	180
19	14	197	23	12	271
24	12	365	24	14	350
15	10	75	30	12	507
24	12	300	29	12	469
22	14	283	32	12	588
		4097			4512

25	12	331
25-	14	386
18	12	147
23	14	313
17	12	126
18	12	147
22	12	243
		<u>1693</u>

TO THE PUBLIC.



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They are composed of benzine, water and low grade pigments.

Their cost to the dealer usually averages between 75 cts. to \$1.00 per gallon, and they are sold at \$1.50 per gallon.

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Respectfully,

Longman & Mortimer

L & M

"GUARANTEE."

Office of.

LONGMAN & MARTINEZ

New York.

*Any Building that is not
Satisfactorily painted with
our pure paint, or upon which
its side has not cost less
than if other paints had
been used will be re-
painted at our expense.*

Longman & Martinez

EVERY
PACKAGE
SOLD
BEARS THIS
GUARANTEE

THE L. & M. PURE PAINTS

Are for sale only at our

LOCAL AGENCY

LEE & CROWELL,
Jonesville, Va.

H. TREMPER, DEL.

PRESS OF L. & M.

Mo. ft. in log	length in ft	diameter in inches	Mo. ft. in log	length in ft	diameter in inches	Mo. ft. in log	length in ft	diameter in inches
160	10	20	192	12	20	160	10	20
106	10	17	217	12	21	106	10	17
106	14	15	243	12	22	106	14	15
363	12	26	300	12	24	363	12	26
148	14	17	171	14	18	148	14	17
360	10	28	350	14	24	360	10	28
181	10	21	337	12	27	181	10	21
169	12	19	147	14	17	169	12	19
106	14	15	106	14	15	106	14	15
171	14	18	224	14	20	171	14	18
148	14	17	126	14	16	148	14	17
350	14	24	106	10	17	350	14	24
331	12	25	250	10	24	331	12	25
122	10	18	243	12	22	122	10	18
484	16	26	331	12	25	484	16	26
588	12	32	217	12	21	588	12	32
507	12	30	169	16	17	507	12	30
469	12	29	187	14	19	469	12	29
217	12	21	243	12	22	217	12	21
152	12	20	224	12	20	152	12	20
432	12	28	363	12	26	432	12	28
547	14	29	504	14	28	547	14	29
547	12	31	631	12	33	547	12	31
191	14	18	202	10	22	191	14	18
192	12	20	350	14	24	192	12	20
169	12	19	363	12	26	169	12	19
169	12	15	122	10	18	169	12	15

32	12	588	20	12	192	15	14	106
32	12	588	18	12	127	15	12	127
33	12	631	19	12	163	18	14	171
32	12	588	18	12	147	18	14	386
33	12	631	19	12	163	18	14	171
17	12	127	23	12	192	16	14	126
15	14	106	15	12	163	21	12	217
17	12	127	21	12	127	26	12	363
16	14	126	21	12	217	24	16	400
16	12	108	15	12	163	22	12	397
32	12	588	18	12	147	24	12	300
30	14	551	20	12	192	22	16	324
28	14	504	25	12	331	21	14	253
23	16	355	32	12	588	19	12	163
24	16	350	20	12	192	23	12	243
24	16	250	15	12	163	15	12	163
21	12	217	15	12	127	21	12	217
24	16	400	17	12	127	21	12	217
22	12	397	13	12	61	22	12	243
27	12	397	17	12	127	19	12	163
19	14	197	15	14	106	18	12	147
20	14	227	13	12	61	18	12	147
22	14	283	34	14	387	19	12	163
22	12	243	13	10	141	14	12	75
21	12	217	15	12	163	18	12	147
19	12	163	21	14	253	23	12	271
17	14	148	20	12	192	23	12	271
23	12	271	18	14	171	22	12	108
21	12	217	17	12	127	16	12	127
27	12	357	15	12	163	21	12	192
21	12	217	13	12	61	17	14	171
20	12	192	17	12	127	15	12	163

5303
3574
3884
3128
2711
4110
3046
1267
70561

22	12	243	16	10	30
22	12	243	18	12	147
24	12	300	15	12	51
18	12	147	16	12	118
15	12	163	14	12	78
16	16	144	14	12	75
18	14	171	15	12	163
15	16	121	17	14	148
16	10	90	23	12	271
18	14	126	17	12	127
18	12	147	17	12	127
17	12	127	16	12	108
14	12	75	14	14	98
17	12	127	17	12	127
17	12	127	21	10	181
17	12	127	15	14	106
17	12	127	20	12	152
17	12	127	24	14	350
18	14	171	25	14	386
24	12	300	22	12	243
24	12	300	24	12	300
26	12	363	24	14	320
23	12	291	20	12	271
23	12	291	20	12	271
17	12	127			
18	12	147			
16	12	163			
21	12	217			
19	12	163			
15	12	163			
14	14	88			
14	16	196			
22	12	243			
24	12	300			
24	12	300			
22	14	283			
15	12	163			
16	14	126			
23	12	271			
23	12	271			
24	12	300			
17	14	148			
22	12	331			
16	14	126			
18	14	171			
17	12	127			
17	14	148			
16	14	126			
17	14	148			
17	12	127			
17	14	188			
19	12	163			
23	12	271			
19	12	163			
15	14	197			
21	12	217			
14	16	31			
22	12	243			

2738
4411
4260
2230
2124
15763

20484
30 561
15 763
66815

20300

Oak

23 12 271

21 12 217

21 10 181

21 18 325

19 12 165

21 12 253

Chas. W. W. W. W.
June 1893

Wm. Woodward

14	25	386	W. woodhouse	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
----	----	-----	--------------	---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

Farley

12 35 721

12 36 768

12	33	631
----	----	-----

14 25 386

1829 703

16 24 400

10 26302

14 18 126

14 18 171

14 17 148

10	90	160
----	----	-----

14 16 126

10	20	160
----	----	-----

12 33 631

12	18	147
----	----	-----

14 21 253

14 18 171

10 27 330

12	21	217
----	----	-----

14 15 157

16	21	289
----	----	-----

16 23 353

12 28 432

16	23	355
----	----	-----

14	29	547
----	----	-----

12	32	588
----	----	-----

14	18	121
----	----	-----

12	13	169
----	----	-----

12	22	<u>243</u>
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15047

60731

75778

66815-

146583

42 14

2571

21 20

24 12

4825

1906

15047

[illegible]

10 24 250

12 77 388 12 32 588

12 18 147

12 13 163

10 18 141

1221 247

14 27 463

10 90 160

19. 31. 915

12 73 326

14 15 106

14 15 157

12 25 331

8 27 764

1.2. 22 243

1475-386

12	13	165
----	----	-----

12 25 331

14 21 253

14 22 283

12	22	24
----	----	----

12 31 542

12	28	432
----	----	-----

10	24	21
----	----	----

16 22 324

14	14	88
----	----	----

16	26	444
----	----	-----

KNOW ALL MEN BY THESE PRESENTS, That we

are held and firmly bound unto the Commonwealth of Virginia, in the sum of ~~Five~~

Two Hundred & fifty dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *22nd* day

of *August*, one thousand eight hundred and *ninety three*

The Condition of The Above Obligation is Such, That whereas the above bound

on *Wm P Wood S. H. Hale & J M Tate* bill in Chancery against *L. M. Carmical*

addressed to the Judge of the circuit court of the county of Lee, has obtained from the said Judge an injunction to injoin and restrain

L. M. Carmical from Selling the lumber in the plaintiffs bill mentioned

until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until

They, or some one for *Them*, shall enter into a bond, with good security, in the clerk's of of the said court, payable to the Commonwealth of Virginia, in the penalty of *Two hundred & fifty*

Dollars, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said *Wm P Wood & S H Hale* shall pay all such costs as may be awarded against *Them*, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue.

Executed in the presence of

W. P. Wood (SEAL.)

S. H. Hale (SEAL.)

Jms. M. Tate (SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *A. B. Munsey* ~~J. A. G. Hyatt~~, clerk of the circuit court of the county of Lee *J. M. Tate*

and made oath that *J. M. Tate* estate, after the payment of all *his* just debts, and those for which he *is* bound as security for others and expect to pay, worth the sum of *Two hundred & fifty* dollars, over and above exemptions allowed by law.

Given under my hand this *22nd* day of *August* 1893.

Teste: *A. B. Munsey* Clerk.

Wm P Wood
vs { Infurrection Bond
L. M. Carmical

157.22 $\frac{4}{3}$
453.67.2
150
553-

Filed Aug the 23rd 1893
A B Munsey
Clerk

The Commonwealth of Virginia.

To The Sheriff of Lee County Greeting:

WE COMMAND YOU TO SUMMON

L. M. Carnical

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in

September.....next, being rule day to answer a bill in Chancery exhibited in our said Court against

.....*him*..... by *Wm O Wood & S H Hale*

partners doing business under the firm name & style

Wood & Hale Manufacturing Company

And have then and there this writ.

Witness, *A. B. Mursey*, Clerk of said Court at the Courthouse.

This *22nd* day of *August* 18*93*, in the 11 & *th* year of the Commonwealth.

A. B. Mursey.....Clerk.

A Copy Teste *A. B. Mursey*.....Clerk.

Injunction granted pursuant to the
prayer of the Bill, informing the defen-
dant, Carmichael from selling
the lumber in the Bill mentioned till
the further order of the Court. But this
order will not become operative until
the plaintiff or some one for them ex-
ecute bond ^{with good security} in the penalty of \$ 250 -
conditions as the Law directs.

Bond has been given as required
in the above order of injunction

A B Munsey clk

To S. A. Dale and W. P. Wood partners doing business
under the firm, name & style of the "Dale and
Wood Manufacturing Co".

Gentlemen,

Whereas on the 15th day of
August 1893, you obtained from the honorable H. S.
K. Morrison, Judge of the Circuit Court of Lee County
Virginia, an injunction, injaining me from selling
certain lumber in your bill of Complaint mentioned
till the further order of the Court, and whereas
I, at the first September Rules 1893 of said Court,
for said County, filed in said Cause my answer,
sworn to according to law, denying positively,
plainly and precisely the matter of equity stated
in your said bill, and filed with my said answer
such written evidence as shows you no longer
entitled to said injunction.

Notice is hereby given you that for these reasons
and others to be assigned at the hearing of this
motion. I will on the 22nd day of September
1893, at the law office of said Judge, in the town
of Gate City Va, move said Judge, in vacation,
to dissolve said injunction.

L. M. Carnical.

By James W. Orr
his Counsel.

L. M. Carmichael

vs { Notice .

Gale & Wood Mfg Co.

Executed Sept 18. 1893

by delivering ~~and of file~~

copy of the writ in

notice to W. P. Wood

Accept ^{Flanary} Legal Service

for S. M. Gale -

W. P. Wood
Sept 19 in 1893

C. E. Flanary, S. C. J.

Hale & Wood Mfg Co Plffs
against
L. M. Carnical Deft } In Chancery.

Pursuant to a decree rendered in this on
Cause in Vacation, on the 22nd day of Septem-
ber 1893, I will, on the 20th day of October
1893, at ^{the Circuit Court Clerk's office} ~~my office~~, in Jonesville Va. proceed
to take the account in said decree directed,
At which time and place all persons
interested are required to appear with
their evidence. This Sept 27th 1893.

J. P. S. Hyatt
Special Court

Hale & Wood Mfg Co

Notice

L. M. Carnical

Oct 20th 1893.

I accept legal service
of this notice, Sept 27th
1893.

L. M. Carnical
By Jas W Orr, atty.

Executed Sept 30 1893
by Delivering a true
office copy of the
within to S. H. Hale
at 11 O'clock A. M.
This September the
30 1893. L. M. Wade
Deputy for C. E.

Attest

S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON

*W. S. Lerowell, Dickson & Russell
Elbert & Garrett, Post S Davidson, Wm P Sprinkle
A. L. Russell and George M. Blankenship* Clerk
John A. S. Syatt Special Comr at the office of the agent
to appear before the Judge of our Circuit Court of Lee County, at the court-house, thereof on the *20th*
day of *October* 1893, to testify and the truth to say in behalf of the

L M Carmical

in a certain matter of controversy in our said Court,
before the said *Cour* Judge depending and undetermined between

Hale & Wood Manufacturing Company Plaintiff
and

L M Carmical Defendant :

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the *4th* day of *October* 1893, and in the *118th* year of
the Commonwealth.

A. B. Munsey Clerk.

210.69
180.89

29.80

14.90

180.89

\$195.79

140

50

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L. M. Carmichael

Ads { SUBPOENA
FOR
WITNESS.

Hale & Wood Manuf. Co

Circuit Court, the 20th day of

October 1893.

Executed by sumner
all of the with in
witnesses

G. E. Flanagan, S. 26

The Commonwealth of Virginia.

To The Sheriff of Lee County Greeting:

WE COMMAND YOU TO SUMMON

L. M. Carmical

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in

September

.....next, being rule day to answer a bill in Chancery exhibited in our said Court against

him

by

Wm P Wood & S. H. Hale partners

doing business under the firm name & style of Wood & Hale Manufacturing Company

And have then and there this writ.

Witness, J. G. Hyatt, Clerk of said Court at the Courthouse.

This *22nd* day of *August* 18*93*, in the 11*8* year of the Commonwealth.

A. B. Munsey Clerk.

A Copy Teste..... Clerk.

Injunction granted pursuant to the
prayer of the ~~plaintiff~~ bill enjoining
the deft Carmical from selling the
lumber in the bill mentioned till
the further of the court but ~~before~~ this
order will not become operative
until the plaintiffs or some on for
them execute bond with good security
in the penalty of \$25000 Conditioned
as the law directs. The bond has been
given as required by the above order of
Injunction
A. B. Munsey
clrk

23
Jm P Wood et al

vs
Jas. In Choy
L M Carmical

To 1st Sept Rules 1893

Executed Aug 23/1893
by delivering and
affixing copy of the
within copy to
J. M. Carmical

A. B. Flanagan J. C. C.